

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

EKEKO DISTRIBUTION, INC.
Plaintiff,

V.

**MAERSK A/S trading as SEALAND
AMERICAS, *in personam*, the M/V
MEGALOPOLIS (IMO 9477799),
her engines, tackle, boilers, etc., the M/V
MSC BARCELONA (IMO 9480186),
her engines, tackle, boilers, etc., and the
M/V CMA CGM TANYA (IMO 97227040)
her engines, tackle, boilers, etc., *in rem*
*Defendants***

C.A. NO. 4:21-cv-461
Rule 9(h) Admiralty

VERIFIED ORIGINAL COMPLAINT

COMES NOW Plaintiff Ekeko Distribution, Inc. (“Ekeko”), through its attorneys Royston, Rayzor, Vickery and Williams, and pursuant to Federal Rule of Civil Procedure 9(h), files this its Verified Original Complaint against the M/V MEGALOPOLIS, the M/V MSC BARCELONA, and the M/V CMA CGM TANYA *in rem*, and MAERSK A/S trading as SEALAND AMERICAS *in personam* (collectively “Defendants”), alleges upon information and belief:

A.

1. This is an admiralty or maritime claim under 28 U.S.C. § 1333 and Rule 9(h) of the Federal Rules of Civil Procedure.

B.

2. At and during all times hereinafter mentioned, Ekeko Distribution, Inc. was the consignee and owner of the cargo in question and sues on its own behalf and on behalf of all who may become interested in the cargo. Ekeko had and now has the legal status and principal office and place of business stated in **Schedule A**.

C.

3. At and during all times hereinafter mentioned, Defendants had and now have the legal status and offices and places of business stated in **Schedule A**. They were, and now are, engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered, and controlled the above-named vessels within the jurisdiction of this Court during the discharge of the cargo at issue.

D.

4. On or about November 25, 2019, at the port of Valparaiso, Chile, the M/V MEGALOPOLIS and defendants received, in good order and condition, the cargo described in **Schedule A**, which the vessel(s) and defendants accepted and agreed to transport for certain consideration to the Port of Houston, Texas, with an estimated time of arrival in Houston, Texas on December 22, 2019.

E.

5. Notwithstanding the above, the cargo in question was apparently transshipped on other vessels, and after inexplicable and unreasonable deviation or deviations from the projected itinerary—which added several weeks to the estimated time of delivery—the cargo arrived at the Port of Houston, Texas on or about February 12, 2020. Shortly thereafter, the cargo was inspected and found to be off-specification and/or contaminated, causing monetary damages to Plaintiff as enumerated here. On information and belief, the vessels and defendants breached, failed, and violated their duties and obligations as common carriers and were otherwise at fault. Plaintiff reserves its right to amend the allegations herein when more information becomes available.

F.

6. Plaintiff further alleges, in the alternative and without waiving the above cause of action, that all defendants were bailees of plaintiff's cargo described in **Schedule A**. Defendants delivered the cargo described in Schedule A in a damaged condition which did not exist at the time of plaintiff's/bailor's delivery to the bailees. Defendants breached their duties and obligations as bailees and were negligent.

G.

7. Plaintiff was the shipper, consignee and/or owner of the shipment and sues on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties may be or become interested in the shipment, as their respective interests may ultimately appear, and plaintiff has a right to maintain this action.

H.

8. Plaintiff has duly performed all duties and obligations on its part to be performed.

I.

9. By reason of the above-stated premises, Plaintiff has sustained damages, as nearly as same can now be estimated, no part of which has been paid although duly demanded, in the amount of \$86,111.40, for which Plaintiff demands recovery from all defendants, jointly and severally.

J.

10. All and singular the premises are true and within the admiralty, maritime, and pendent jurisdiction of the United States of this Honorable Court.

Wherefore, Plaintiff prays:

A. That summons in due form of law may issue against defendants;

B. That a judgment may be entered in favor of Plaintiff against Defendants, one or more of them, for the amount of Plaintiff's damages, together with interest and the costs and disbursements of this action;

C. That process in due form of law according to the practice of this court in causes of admiralty or maritime jurisdiction may issue against the vessels, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath all and singular the matters stated, and this court will pronounce a judgment for plaintiff for damages together with interest, costs, and disbursements, and the motor vessels may be condemned and sold to pay therefore; and

D. That this court will grant to Plaintiff such other and further relief as may be just and proper.

Respectfully submitted,

By: /s/ Dimitri P. Georgantas

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**ATTORNEYS FOR PLAINTIFF,
EKEKO DISTRIBUTION, INC.**

OF COUNSEL:

ROYSTON, RAYZOR, VICKERY & WILLIAMS, LLP

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §


BEFORE ME, the undersigned authority, on this day personally appeared Dimitri P. Georgantas, who being duly sworn, deposed and stated as follows:

“I am one of the attorneys for Ekeko Distribution, Inc., in connection with the referenced matter. I have read the foregoing Plaintiff’s Verified Original Complaint, and I have personal knowledge of the contents thereof, and that the same are true and correct to the best of my knowledge, information and belief and also based upon documentation and information I reviewed.”

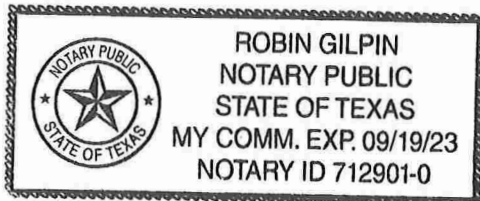


DIMITRI P. GEORGANTAS

SUBSCRIBED AND SWORN to before me on this 10th day of February 2021.



Notary Public, in and for the State of Texas



SCHEDULE A

LEGAL STATUS AND PLACE OF BUSINESS OF PARTIES

Plaintiff, **Ekeko Distribution, Inc.** was and now is a Texas corporation with its headquarters located at 6006 Truro Rd, Houston, Texas 77007.

Cargo –

The cargo consisted of several hundred cases of wine:

White Eye White/Red Blend	60 Cases
Red Eye Torontes/Chenin	30 Cases
Red Eye Torontes/Malbec/Barbera	300 Cases
Gold Eye Malbec/Cabernet/Barbera	270 Cases
Platinum Eye Malbec/Barbera	240 Cases

M/V MEGALOPOLIS (IMO 9477799) was at all material times a container ship sailing under the flag of Malta. The vessel was built in 2013, its call sign is 9HA3403, and its gross tonnage is 48,338 tons.

M/V CMA CGM TANYA (IMO 97227040) was at all material times a container ship sailing under the flag of Malta. The vessel was built in 2016, its call sign is 9HA4199, and its gross tonnage is 94,440 tons.

M/V MSC BARCELONA (IMO 9480186) was at all material times a container ship sailing under the flag of Liberia. The vessel was built in 2011, its call sign is A8ZU9, and its gross tonnage is 61,870.

Defendant, **Maersk A/S trading as Sealand Americas**, was and now is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which maintains a designated agent on whom service may be made in Texas at:

c/o C T Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201